

Belvedere:

Jerry Butler

April 28, 2005

Corte Madera:

Melissa Gill

TO: Transportation Authority of Marin Commissioners

Fairfax:

Lew Tremaine

RE: Professional Services Contract with Wilbur Smith Associates to
Develop the 2005 Marin Congestion Management Program Update

Larkspur:

Joan Lundstrom

Dear Commissioners:

Mill Valley:

Dick Swanson

Novato:

Pat Eklund

Ross:

Tom Byrnes

San Anselmo:

Peter Breen

In December 2004, TAM released a Request for Qualifications (RFQ) from qualified Consultants to provide on-call support services related to TAM's Work Program. Eleven (11) qualification statements were received. Utilizing a review panel comprising TAM staff, local City and County representatives, and an experienced Bay Area Transportation Agency representative, in February 2005 a short list of three (3) consulting firms plus two (2) individual public outreach firms were selected for interviews. Based on the qualification statement and subsequent interviews, the consulting team lead by Nolte Associates, Inc. (Nolte) was selected by the review panel as the most qualified firm. The firm of Wilbur Smith & Associates (WSA) was included in the team for preparation of the CMP update.

San Rafael:

Al Boro

Due to federal procedures for management of funds, a separate contract with Wilbur Smith Associates (WSA) was prepared. STP/CMAQ funds are budgeted for this purpose in FY 2004-05 and are proposed in the FY 2005-06 budget.

Sausalito:

Amy Belser

Schedule

Tiburon:

Alice Fredericks

Services will commence upon contract approval, with work completed by February, 28, 2006.

County of Marin:

Susan Adams

Hal Brown

Steve Kinsey

Charles McGlashan

Cynthia Murray

Recommendation

Staff recommends that TAM authorize the Chair to execute the Professional Services Contract with WSA to develop the 2005 Marin Congestion Management Program Update for an amount not-to-exceed \$64,000.00.

Respectfully Submitted,

Craig Tackabery
Executive Director

Attachment:

1. Organizational Analysis Final Report

**TRANSPORTATION AUTHORITY OF MARIN
STANDARD SHORT FORM PERSONAL/PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT is made and entered into this April 28, 2005 by and between the TRANSPORTATION AUTHORITY OF MARIN, hereinafter referred to as "TAM" and Wilbur Smith Associates, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, TAM desires to retain a person or firm to provide the following services: 2005 Marin Congestion Management Program Update; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by TAM, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The TAM agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES:

The fees for furnishing services under this Contract shall be based on the rate schedule, which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the contract.

4. MAXIMUM COST TO TAM:

In no event will the cost to TAM for the services to be provided herein exceed the maximum sum of \$64,000.00 including direct non-salary expenses.

5. PAYMENT:

The fees for services under this Contract shall be due as set forth in Exhibit "B" within thirty (30) calendar days after receipt by TAM of an invoice covering the service(s) rendered.

The source of funding by the TAM for this work shall be: 95i-TAM-2533.

6. CONTRACT PERFORMANCE TIME:

All the work required by this Contract shall be completed and ready for acceptance no later than February 28, 2006.

7. INSURANCE:

The Contractor shall maintain a commercial general liability insurance policy in the amount of One Million Dollars (\$1,000,000.00). Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless TAM specifically consents to a "claims made" basis. The TAM shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to TAM prior to commencement of work, and said certificate with endorsement shall provide for ten (10) day advance notice to TAM of any termination or reduction in coverage.

By initialing in the space provided, Contractor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.

In addition, Contractor may be required to carry errors and omissions insurance or professional liability or malpractice insurance. If such insurance is required, it shall be set forth on **Exhibit "C"** attached hereto.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the TAM harmless and defend the TAM against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. TAM agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, TAM may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

8. WORKERS' COMPENSATION:

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to TAM prior to commencement of work.

By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.

9. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

10. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the TAM except for any subcontract work identified herein.

11. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the TAM.

12. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits, which might be required by the work to be performed herein.

13. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit TAM to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at TAM's option. Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from TAM. Contractor shall refund any moneys erroneously charged. If TAM ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

14. TIME OF AGREEMENT:

This Agreement shall commence April 28, 2005, and shall terminate on February 28, 2006. Time is of the essence with respect to this Contract.

15. TITLE:

It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the TAM. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing and documents to TAM without exception or reservation.

16. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the TAM may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

17. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the TAM. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

18. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

19. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to TAM, as is evidenced in writing.

20. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

21. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold TAM harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may

incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract.

22. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all federal, state and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services covered by this Contract.

23. NOTICES:

This contract shall be managed and administered on TAM's behalf by the Department set forth below. All invoices shall be submitted and approved by this Department and all notices shall be given to TAM at the following location:

Craig Tackabery, Executive Director
TRANSPORTATION AUTHORITY OF MARIN
P.O. Box 4186
San Rafael, CA 94913-4186

Notices shall be given to Contractor at the following address:

Peter Martin
Wilbur Smith Associates
201 Mission Street Suite 1450
San Francisco, CA 94105

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first above written.

TRANSPORTATION AUTHORITY OF MARIN:

By: _____
Chair

APPROVED AS TO FORM:
COUNTY COUNSEL

By _____

CONTRACTOR:

By: _____
Name: _____
Federal Tax I.D. #: _____
Telephone No.: _____

Exhibit "A"
Services to be Provided
By Contractor

Scope of Work:
2005 Marin Congestion Management Program Update

The work effort for the 2005 Marin Congestion Management Program (CMP) Update to be performed under contract to the Transportation Agency for Marin County (TAM) is described in this Scope of Services. This scope includes a description of the approach, deliverables, meetings, budget and schedule.

The Scope of Services consists of four basic elements:

1. Meetings and communications;
2. Data collection;
3. Development of the 2005 CMP Update document; and
4. Development of framework for an enhanced 2007 CMP Update.

Due to schedule time constraints, the intent of the 2005 CMP Update is to update the 2003 CMP document using 2005 traffic survey data; new land use projections and new travel model demand analyses. To the extent possible, the 2005 CMP update will attempt to strengthen the multimodal, public input and other features of the 2003 CMP, but it is expected that the CMP schedule completion requirements will limit these objectives. Efforts, however, will include the definition of ways to improve the framework and process for development of the CMP so that the 2007 CMP Update will better reflect community desires. The fourth element of the 2005 CMP Update work scope listed above will address these enhancement needs.

CMPs are designed to address existing and future transportation problems in urban areas of California. As part of the CMP, performance measures identify current and future multimodal system performance for the movement of goods and people, and a travel model is employed to estimate future transportation needs. Once future needs are determined, a Capital Improvement Program (CIP) is designed to promote the goals of the CMP. Likewise, Measure A funds will fund the CIP, and the Measure A Strategic Plan will direct how the funds are spent. Therefore, the CMP and Measure A will work in tandem to address needed transportation improvements in Marin County.

1. MEETINGS AND COMMUNICATIONS

The CMP Update will involve a close working partnership with County staff as well as effective dialogue with TAM. At the outset of the project, WSA staff will meet with technical staff to coordinate data collection efforts, deliverables and schedules, identification of the status of the 2003 CIP project implementation and travel model update efforts. At the outset of the project WSA will discuss with TAM key aspects of the CMP process and 2003 CMP document that are

viewed as weak and in need of enhancement. A determination will be made if current weakness can be addressed in the short timeframe for completion of the 2005 CMP or whether these enhancements will need to wait until the 2007 CMP Update. WSA will provide updates on the CMP at TAM Board meetings and will attend staff coordination meetings as needed throughout the course of the CMP update process.

WSA envisions 8 meetings with the TAM Board, 6 meetings with staff, 4 coordination meetings with the Nolte team, and one meeting with Caltrans over the course of the CMP update project.

2. DATA COLLECTION

The data collection efforts will include three basic surveys:

- Vehicle traffic count survey
- Vehicle occupancy survey
- Travel speed survey

Vehicle Traffic Count Survey – Traffic counts will be performed for peak direction traffic in the PM peak period (4:00 to 6:00 PM) at locations that have been counted in previous CMP surveys. In addition, WSA proposes to count the off-peak traffic volumes at major gateways into the county. The survey effort will include collecting link volumes at the 24 locations collected for the 2003 CMP as follows:

Table 1 – Count Locations	
Segment Number	Location
1	Shoreline Highway (SR 1), north of Sir Francis Drake Blvd.
2	US 101, south of the Sonoma County line
3	Novato Blvd., east of San Marin Drive
4	Novato Blvd., west of US 101
5	Route 37, east of US 101
6	Bel Marin Keys, east of US 101
7	US 101, south of Lucas Valley Road
8	US 101, north of Mission
9	Sir Francis Drake Blvd., west of Red Hill Avenue
10	Red Hill Ave., east of Sir Francis Drake Blvd.
11	US 101, north of I-580
12	Sir Francis Drake Blvd., west of Wolfe Grade
13	US 101, south of I-580
14	Interstate 580, west of Sir Francis Drake Blvd.
15	Interstate 580, east of Sir Francis Drake Blvd
16	Sir Francis Drake Blvd, east of US 101
17	US 101, north of SR 131
18	Tiburon Blvd (SR 131), west of Strawberry Drive
19	Shoreline Highway (SR 1), east of Almonte Blvd.

20	Bridgeway Blvd., south of Gate 6 Road
21	US 101, south of Spencer Ave.
22	Sir Francis Drake Blvd., west of Butterfield
23	Sir Francis Drake Blvd., west of College Ave
24	Novato Blvd., west of Diablo Ave.

The off peak gateway counts will be performed at Golden Gate Bridge, Richmond San Rafael Bridge, and at US 101 south of the Sonoma County Line. The off-peak data will be useful for traffic modeling and other general planning purposes. In order to adjust the Spring traffic volumes to Fall volumes (previous CMP data is for October conditions), WSA will coordinate with TAM staff to define a methodology.

Vehicle Occupancy Survey

The Vehicle Occupancy Survey will determine the person throughput performance measure. Person throughput identifies the number of people, as opposed to vehicles, who are able to move over a given facility in the peak period. This performance measure will be estimated by analyzing traffic volumes and transit usage. Specifically, average auto occupancy information for mixed-flow and HOV lanes are used to derive the number of person throughput. Monitoring of this measure will be conducted at the following locations during the peak period in the peak direction:

- US 101 between I-580 and central San Rafael,
- US 101 between Paradise Drive and Tiburon Boulevard,
- US 101 north of Atherton Avenue,
- Sir Francis Drake Boulevard east of Wolfe Grade,
- Sir Francis Drake Boulevard north of Red Hill Avenue, and
- Red Hill Avenue east of Sir Francis Drake Boulevard.

These locations were selected because they were monitored for the 2003 CMP.

Travel Speed Survey

A Travel Speed Survey will determine the Aggregate Peak Hour Travel Time performance measure. This performance measure will determine the amount of time required to travel through selected corridors on a variety of modes. In order to capture the system performance, travel time for the various modes (single-occupant, high-occupant, and transit vehicles) is calculated. Transit schedules will be used to determine bus travel time. To determine peak hour travel times by single-occupant vehicles and vehicles in the high-occupancy vehicle (HOV) lane, travel time runs will be conducted over several days during the peak period in the peak direction at the following locations:

- US 101 between the Sonoma County line and San Rafael Transit Center,
- US 101 between San Rafael Transit Center and the Golden Gate Bridge,
- Sir Francis Drake between Butterfield Road and US 101, and

- Red Hill Avenue, Second and Third Streets between Sir Francis Drake and San Rafael Transit Center.

To maintain consistency with the 2003 CMP the same segments were selected for the 2005 CMP. In addition, for consistency, both the HOV and multi-use lanes will be timed during the same peak periods.

3. APPROACH FOR DEVELOPMENT OF THE CMP DOCUMENT

The 2005 CMP Update will be developed in accordance with MTC's guidance for Consistency of Congestion Management Programs with Regional Transportation Plan.

Executive Summary:

Updates to this section will be made as necessary to reflect changes in the CMP; for example updates to LOS monitoring results and revisions to the Capital Improvements Program (CIP).

Chapter 1: Designated Roadway System

No changes are anticipated to this chapter.

Chapter 2: Highway Level of Service Standards

The highway level of service assessment will be updated using the results from the traffic survey data collection program.

Chapter 3: Performance Element

The performance measures element will be updated using the results from the data collection program.

Chapter 4: Travel Demand Management Element

WSA will coordinate with BAAQMD staff to assure that the CMP is consistent with pertinent air quality plans.

Chapter 5: Land Use Analysis Program

WSA will work with Marin County staff to document land use analysis.

Chapter 6: Travel Demand Model

Chapter 6 will include a brief discussion of model consistency. Related technical documentation will be placed in an appendix. WSA will work with Marin County staff to generate reports on the anticipated changes to Marin travel between the model base and horizon years and will

review and comment on the traffic forecasts, forecasted LOS, updated land-use and job-housing balance data provided by Marin County staff and make suggestions, as appropriate.

Chapter 7: Capital Improvement Program

This chapter will need significant updating and will need to reflect the passage of Measure A. The intent of the CIP updating process will be to provide greater opportunity for policy and public input to CIP projects and their prioritization. WSA recommends that updates occur as follows:

- ◆ WSA will meet with Marin County staff in a half-day work session to review all sources of data included in the funding programs identified in the CMP. WSA will bring versions of tables from this chapter, so that they may be interactively updated as part of this work session. Some follow-up actions by Marin County staff or WSA may be needed.
- ◆ Marin County staff will submit local project lists to participating jurisdictions, determine any changes or updates as requested from these jurisdictions, and ensure coordination with the TAM Strategic Plan.
- ◆ WSA will meet with Caltrans staff to coordinate with the State's projects.

A final set of tables will be submitted to Marin County staff for review. Once approved, these updated tables will be added to the CMP document.

Chapter 8: Monitoring, Deficiency Plans and Conformance

WSA will review this chapter. No major changes are anticipated.

Appendices: WSA will provide technical documentation in the Appendix as appropriate.

4. DEVELOPMENT OF FRAMEWORK FOR ENHANCED 2007 CMP UPDATE

WSA will coordinate with TAM in developing an enhanced framework and process for the CMP 2007 Update with more multi-modal consideration, public involvement and planning for all CMA funds. This process will include summarization and evaluation of system performance measures collected by other agencies. We envision this effort to include discussions with TAM staff and Board as well as soliciting input from the public and key stakeholders.

DELIVERABLES:

WSA will provide an electronic copy of the 2005 CMP document and Appendix to the TAM as the Draft CMP. WSA will respond to comments from TAM and create the final CMP. The Task 4 deliverable will be a memo highlighting the framework for an enhanced 2007 CMP. WSA will work with TAM staff to confirm the scope, effort, and deliverable for Task 4 at a later date.

SCHEDULE:

WSA anticipates that work on this project will need to begin by April 28, 2005. A draft of the CMP will be provided to the Marin County staff on July 20, 2005.

Recognizing the tight schedule for completion of the 2005 CMP, the proposed 2005 CMP approach is to enhance the 2003 CMP framework as time permits and to begin the formulation of an enhanced CMP framework for the 2007 Update. The 2005 Update will begin with a review of the likes and dislikes of the 2003 CMP Update process and product. To the extent possible, greater public input and greater multimodal project emphasis would be incorporated into the 2005 CMP Process. The 2005 Update will begin the formulation of an enhanced CMP process and framework for use in the 2007 CMP update. Key milestone dates are as follows:

April 28, 2005

Contract approved for CMP by TAM.

May 26, 2005

TAM Board review of the strengths and weaknesses of the 2003 CMP, review of the status of projects included in the Capital Improvement Program (CIP) of the 2003 CMP, and review of Regional Transportation Improvement Program (RTIP) policy.

June 23, 2005

TAM Board review of draft 2005 CIP project list.

July 28, 2005

Noticed TAM public hearing on Draft CMP. Approval of 2006 RTIP project listings, .

July 31, 2005

Draft CMP submitted to MTC.

September 16, 2005

Proposed Regional Transportation Improvement Program (RTIP) project listings submitted to MTC.

September 22, 2005

TAM Board review and approval of Final Draft 2005 CMP.

October 5, 2005

Final 2005 CMP due to MTC.

January 2006

Formulation of enhanced framework for 2007 CMP and timeline to TAM.

EXHIBIT "B"
COMPENSATION OR FEES TO BE PAID
TO CONTRACTOR

Contractor will be compensated per the attached billing rates, with the total not to exceed \$64,000.00.

2005 WESTERN REGION RATE SCHEDULE

<u>Classification</u>	<u>Rate Per Hour</u>
1. Officers/Principals II	230.00
2. Officers/Principals I	210.00
3. Associate Engineers, Planners II	175.00
4. Associate Engineers, Planners I	150.00
5. Principal Engineers, Planners II	130.00
6. Principal Engineers, Planners I	115.00
7. Senior Engineers, Planners II	100.00
8. Senior Engineers, Planners I	90.00
9. Engineers, Planners II	85.00
10. Engineers, Planners I	75.00
11. Assistant Engineers, Planners	70.00
12. Administrative Assistant	75.00
13. Technician III	70.00
14. Technician II	65.00
15. Technician I	60.00
16. Administrative Support	50.00
17. Field	18.00

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- Notes: (1) Travel, reproductions, telephone, supplies and other expenses at cost plus 10 percent.
 (2) Fees are payable in U.S. Dollars without discount.
 (3) Rates include compensation, benefits, overhead and fee.
 (4) Rates effective through December 31, 2005.